

Sponsor Sample County		Project Number S-ADLP-1000	
Project Title Peoples Park Expansion Acquisition - Johnson Property			
Period Covered by This Agreement February 1, 2002 Through June 30, 2003		Name of Program Local Park Aids	
Project Scope and Description of Project Sample County will acquire approximately 80 acres to expand Peoples Park for nature-based outdoor recreation purposes.			
PROJECT COSTS:		<i>The following documents are hereby incorporated into and made part of this agreement:</i>	
Total Cost	\$200,000.00	1. Chapter NR 51, Wisconsin Administrative Code 2. Application Dated 05/01/2001	
Fund Support	50%		
State Aid Amount	\$100,000.00		
Sponsor Share	\$100,000.00		

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Local Park Aids (program) and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Sponsor herein, to obligate to the Sponsor the amount of \$100,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this agreement.
3. The Sponsor agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code.
4. The Department agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.
5. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
6. The Sponsor may rescind this agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
7. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State hereunder if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.
8. The Sponsor agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
9. The Sponsor agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
10. In connection with the performance of work under this agreement, the sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. ***The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:***
 - a. The following clause must be entered in the deed: By the acceptance of this deed, the sponsor, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the premises herein described or convert it to uses that are inconsistent with the Wisconsin Department of Natural Resources' Stewardship Program described in Chapter 23, Wisconsin Statutes and Chapter NR 51, Wisconsin Administrative Code and Grant Agreement S-ADLP-1000 by Sample County, WI on _____, 2003.
 - b. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the approval of this Department.

- c. Acquisition of real property shall be in accordance with state guidelines for preparation of appraisals and relocation assistance.
- d. The Sponsor agrees to display a sign at the site acknowledging funding through the Stewardship Aids for the Acquisition and Development of Local Parks Program and Wisconsin Department of Natural Resources.

☐ Check here if you request advance payment

totaling \$50,000.00

Indicate to the right where check should be mailed if

Different from authorized representative on application.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____
(Signature)

(Title)

(Date)

By _____
**Kathryn A. Curtner, Director
Bureau of Community Financial Assistance**

(Date)